

The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHES CITY COUNCIL MEETING
JUNE 25, 2012
7:00 P.M.**

A G E N D A

1. **CALL TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **READING AND APPROVAL OF THE MINUTES OF JUNE 11, 2012**

5. **PLANNING & ZONING – FINAL**

#033 Stamey Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot A-1 Containing 0.24 Of An Acre And Lot B-1 Containing 0.36 Of An Acre As Shown On A Plat Filed At Map Slide 415-1 From R-1 To R-1 Special Exception To Construct A Secondary Family Unit (Rebecca & Christopher Meyer-1501 Williams Ave)

6. **ORDINANCES - INTRODUCTION:**

#034 Mims Ordinance Adopting Setting Forth the Adjusted Millage Rate(s)
PUBLIC COMMENT AND DISCUSSION

#035 Mims Ordinance Adopting to Roll Forward to Millage Rates(s) Not Exceeding the Maximum Authorized Rate(s)
PUBLIC COMMENT AND DISCUSSION

ORDINANCES - INTRODUCTION: (continued)

#036 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Natchitoches Parish District Attorney's Office And The Natchitoches City Court To Implement A Traffic Intervention Program, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance.

7. **RESOLUTIONS:**
- #044 Nielsen** Resolution Authorizing The Mayor To Enter Into A Contract With Arthur J. Gallagher Risk Management Services For The One Beacon Insurance Group Casualty Package Insurance Renewal Effective June 30, 2012 Through June 30, 2013
- #045 Morrow** Resolution Authorizing The Mayor To Enter Into A Contract With Arthur J. Gallagher Risk Management Services For The Tenant User Liability Insurance Policy For The Natchitoches Events Center And Beau Jardin For The City Of Natchitoches
- #058 Payne** Resolution Authorizing The Mayor To Enter Into A Maintenance Agreement, Including Mowing And Litter Pickup, With The State Of Louisiana, Department Of Transportation And Development, Office Of Engineering For The Period July 1, 2012 Through June 30, 2013
- #059 Stamey** Resolution Authorizing The Mayor Of The City Of Natchitoches To Advertise And Accept Bids For Water System Improvements Pilgrim's Pride Elevated Tank Repainting
8. **OTHER BUSINESS:** The Offices of the City of Natchitoches will be CLOSED Wednesday, July 4, 2012 in honor of Independence Day
9. **ANNOUNCEMENTS:** Chief Micky Dove & Chief Dennie Boyt – Attach Notice To Utility Bills Regarding Requirements For House/Business Numbering
10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 27, 2012 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, August 27, 2012 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilmen David Stamey, Dale Nielsen and Larry Payne

Absent: Councilwoman Sylvia Morrow

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Don Mims was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes of the August 13, 2012 meeting. Dale Nielson made a motion to approve the minutes and dispense with the reading of the minutes. Mr. Stamey seconded the motion. The roll call vote was as follows:

Ayes:	Payne, Nielson, Mims, Stamey.
Nays:	None.
Absent:	Morrow.

Mayor Posey mentioned there was a webinar with regards to the hurricane situation. There is no shelter open in Natchitoches at this time, but that could change by tomorrow. It looks like the storm will go East of us, but we will keep up with it. The City of Natchitoches and the Parish is ready in the event of the storm coming our way.

Mayor Posey thanked Natchitoches Times for placing the Natchitoches Parish Home Rule Charter district maps in the paper. It is very much appreciated.

Mayor Posey further stated there are two city employees he would like to recognize this afternoon. Recently we received a visit from Mr. Willie Richardson, a citizen of Natchitoches, thanking Mrs. Juanita Fowler and Mrs. Kristie Fields for their assistance with his needs involving Planning and Zoning and utility matters. Mr. Richardson said these two ladies went above and beyond their call of duties to assist him, and he was really appreciative of that.

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 033 OF 2012

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT A-1 CONTAINING 0.24 OF AN ACRE AND LOT B-1 CONTAINING 0.36 OF AN ACRE AS SHOWN ON A PLAT FILED AT MAP SLIDE 415-A FROM R-1 TO R-1 SPECIAL EXCEPTION TO CONSTRUCT A SECONDARY FAMILY UNIT.

**1501 WILLIAMS AVE, REBECCA & CHRISTOPHER MEYER
COUNCIL DISTRICT #1**

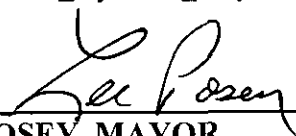
WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of June 5, 2012 that the application of **Rebecca & Christopher Meyer** to rezone the property described above from **R-1** to **R-1 SPECIAL EXCEPTION** to construct a secondary family unit (1501 Williams Ave), be **APPROVED**.

This Ordinance was Introduced on June 11, 2012 and advertised in the *Natchitoches Times* on June 15, 2012 in accordance with law.

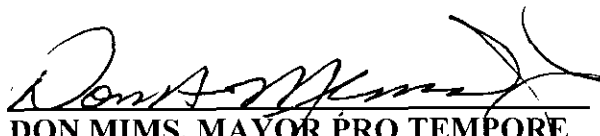
The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote and the vote was recorded as follows:

AYES:	Stamey, Nielsen, Payne, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 25th day of June, 2012 by a vote of 5 ayes to 0 nays.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of June 2012 at 10:00 a.m.



City of Natchitoches
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR
Lee Posey

ORDINANCE NO. 034 OF 2012

BE IT ORDAINED, by the City of Natchitoches of the Parish of Natchitoches, Louisiana, in a public meeting held on July 9, 2012, which meeting was conducted in accordance with the Open Meetings Law and the additional requirements of Article VII, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B), that the following **adjusted** millage rates be and they are hereby levied upon the dollar of the assessed valuation of all property subject to ad valorem taxation within said Parish for the year 2012, for the purpose of raising revenue:

MILLAGE

<u>PUBLIC SAFETY FAC/SER FIRE & POLICE</u>	<u>9.360</u> mills
<u>GENERAL ALIMONY</u>	<u>6.580</u> mills

BE IT FURTHER ORDAINED that the Assessor of the Parish of Natchitoches, shall extend upon the assessment roll for the year 2012 the taxes herein levied, and the tax collector of said Parish shall collect and remit the same to said taxing authority in accordance with law.

The foregoing Ordinance was read in full, the roll was called on the adoption thereof, and the Ordinance was adopted by the following votes:

YEAS:
NAYS:
ABSTAINED:
ABSENT:

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the Ordinance adopted at the meeting held on July 9, 2012, at which meeting a quorum was present and voting.

Natchitoches, Louisiana, this 9th day of July, 2012.

Lee Posey, Mayor

Mr. Mims stated that every four years the millage rate is evaluated and that this is the public sales tax. It is the Public Safety Tax for Fire and Police and the General Alimony Tax. Mr. Mims further stated that this would bring the Public Safety Tax for Fire and Police to 9.360 mills and the General Alimony Tax to 6.580 mills. Mr. Mims moved that the Ordinance be introduced and is open for discussion. Mayor Posey stated that some of you may notice that we have brought this matter before; however, there was an error and we have this matter on the agenda again due to this error. Mr. Stamey stated that he realizes that the taxes will still be at the same mills mentioned and that four of the Council members have already voted that this be rolled forward in the previous meeting; however, he just can't find anyone who wants to pay more taxes. Mr. Stamey further stated that he also can't find anyone who wants less of these services. He stated that everyone wants more from the City. Mr. Stamey stated that regardless of the final vote on this matter, he wants the Council to consider that we could be facing some tough times and everyone needs to keep this in mind. As things get tougher, there may need to be cut backs. Mayor Posey stated that this will affect this Fire Department tremendously.

Precious Barbara stated that she would like to know how much more percentage would this cause this property tax to go up. Mr. Stamey stated that it was total of \$104,000.00 but this amount is spread over the entire area. Mr. Stamey further stated that he believes the increase on an \$85,000.00 home would be about \$8.00 to \$10.00 per year. Ms. Barbara asked if this would include renters or just property owners. Mr. Stamey explained that it would effect only the home owner, not renters. Mr. Jones stated that it would be a 6.8% increase, so on the \$85,000.00 the increase would be \$9.05 per year. Ms. Barbara asked that the Council please make the property owners aware of this increase prior to the billing. Ms. Barbara stated that \$8.00 to \$10.00 is a lot of money to people living in poverty. Mr. Stamey stated that the Tax Assessor's office is very helpful and anyone can go in and ask what there taxes will be and what the millage is currently. Mayor Posey stated that the taxing entity will be able to give the tax amount as of approximately August 1st. Ms. Morrow stated that Ms. Barbara could pick up a copy of the 2012 tax projection for her information.

Mayor Posey stated that we pride ourselves in having a Class II fire rating and if we lose that fire rating, the offset would be a lot more than the \$10.00. Ms. Barbara said she was not against the tax, she just wanted everyone to be aware of the increase. There being no further discussion, Mayor Posey stated that the ordinance stands introduced.



City of Natchitoches
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR
Lee Posey

ORDINANCE NO. 035 OF 2012

BE IT ORDAINED, by the City of Natchitoches of the Parish of Natchitoches, Louisiana, in a public meeting held on July 9, 2012, which meeting was conducted in accordance with the Open Meetings Law and the additional requirements of Article VII, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B), that the taxing district voted to increase the millage rate(s), but not in excess of the prior year's maximum rate(s), on all taxable property shown on the official assessment roll for the year 2012, and when collected, the revenues from said taxes shall be used only for the specific purposes for which said taxes have been levied. Said millage rate(s) are:

	<u>Adjusted Rate</u>	<u>2012 Levy</u>
<u>PUBLIC SAFETY FAC/SER FIRE & POLICE</u>	<u>9.360</u> mills	<u>10.000</u> mills
<u>GENERAL ALIMONY</u>	<u>6.580</u> mills	<u>7.030</u> mills
<u>N/A</u>		<u> </u> mills
(Tax for bonds, if applicable)		

BE IT FURTHER ORDAINED that the Assessor of the Parish of Natchitoches, shall extend upon the assessment roll for the year 2012 the taxes herein levied, and the tax collector of said Parish shall collect and remit the same to said taxing authority in accordance with law.

The foregoing Ordinance was read in full, the roll was called on the adoption thereof, and the Ordinance was adopted by no less than two-thirds of the total membership of the taxing authority voting in favor as required by Article VII, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B). The votes were:

YEAS:
NAYS:
ABSTAINED:
ABSENT:

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the meeting held on July 9, 2012, at which meeting at least two-thirds of the total membership was present and voting.

Natchitoches, Louisiana, this 9th day of July, 2012.

Lee Posey, Mayor

Mr. Mims next introduced Ordinance No. 35 of 2012, an Ordinance adopting to Roll Forward the Millage Rates, not to exceed the maximum authorized rate(s). Mr. Mims stated that this was also open for public comment. Mr. Mims explained that the Public Safety Tax for Fire and Police adjusted rate is 9.360 mills and the 2012 levy would be 10.000, and the General Alimony Tax adjusted rate is 6.580 mills and the 2012 levy would be 7.030 mills. Mr. Mims moved that the ordinance be introduced and open for discussion. There being no discussion, the ordinance stands introduced.

The following Ordinance was Introduced by Councilwoman Morrow as follows:

ORDINANCE NO. 036 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NATCHITOCHES PARISH DISTRICT ATTORNEY'S OFFICE AND THE NATCHITOCHES CITY COURT TO IMPLEMENT A TRAFFIC INTERVENTION PROGRAM, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

Ms. Morrow asked for discussion on this matter. Chief Dove explained that this is a traffic program that will be self funded. The citations written will pay the officers who will focus on hazardous violations such as running red lights, texting while driving, and such other hazardous violations. Chief Dove explained that they would put off-duty officers out and these officers will not be catching calls, they would only be working traffic violations. Mayor Posey stated that he feels this is a protection for the community. Mayor Posey stated that this ordinance stands introduced.

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 044 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT
SERVICES FOR THE ONE BEACON INSURANCE GROUP CASUALTY PACKAGE
INSURANCE RENEWAL EFFECTIVE JUNE 30, 2012 THROUGH JUNE 30, 2013**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the General Liability, Employee Benefit Liability, Law Enforcement Liability, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, Auto Liability, Auto Physical Damage, Umbrella and Crime Insurance for the City of Natchitoches and recommends the contract in the amount of \$357,920.00 be awarded to Arthur J. Gallagher Risk Management Services for the period June 30, 2012 through June 30, 2013.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Payne, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 25th day of June, 2012.



LEE POSEY, MAYOR

The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to-wit:

RESOLUTION NO. 045 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES FOR THE TENANT USER LIABILITY
INSURANCE POLICY FOR THE NATCHITOCHES EVENTS CENTER
AND BEAU JARDIN FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Tenant User Liability Insurance for the Natchitoches Events Center and Beau Jardin for the City of Natchitoches and recommend the one-year contract in the amount of \$ 9,124.00 for the period June 30, 2012 through June 30, 2013 be awarded to Arthur J. Gallagher Risk Management Services.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Stamey, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 25th day of June, 2012.



LEE POSEY, MAYOR

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 058 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A MAINTENANCE AGREEMENT, INCLUDING MOWING AND LITTER
PICKUP, WITH THE STATE OF LOUISIANA, DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT, OFFICE OF ENGINEERING
FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2013**

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, the Louisiana Department of Transportation and Development, Office of Engineering, is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads or streets within the State Highway System as it is defined in LSA-R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within a respective municipality be performed by the municipality, at the State's expense; and

WHEREAS, DOTD lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the City of Natchitoches to perform maintenance directly related to mowing and litter collection on the State Roadways within the City of Natchitoches.

WHEREAS, this agreement applies only to the roads and streets identified on the DOTD's List of Routes for Maintenance Agreement which shall include all rights-of-ways and roadway shoulders associated with the State Roadways; and

WHEREAS, the City of Natchitoches shall be reimbursed by DOTD the amount of \$875.00 per cycle, per mile for Interstate Roadways; \$500.00 per cycle, per mile for divided State Roadways; and \$250.00 per cycle per mile for undivided State Roadways; and

WHEREAS, the total mileage to be maintained by the City of Natchitoches pursuant to this Agreement and for which the City is entitled to reimbursement by DOTD is 24.88 miles, of which 0.0 miles are Interstate Roadways; 4.40 miles are divided State Roadways; and 20.48 are undivided State Roadways, for the total maximum amount for which the City may claim reimbursement is \$29,280.00; and

WHEREAS, The Agreement for said maintenance shall begin July 1, 2012 and end June 30, 2013, unless Agreement is earlier terminated as conditioned by the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council, in legal session convened, does hereby authorize the Mayor to enter into a Maintenance Agreement, Including Mowing and Litter Pickup, with the State of Department of Transportation and Development.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 25th day of June, 2012.



LEE POSEY, MAYOR

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2013

BETWEEN

NATCHITOCHES

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this 2nd day of July, 2012, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the City of **Natchitoches**, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Lee Posey, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of Natchitoches; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the **DOTD** District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The **Municipality** may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the **Municipality's** Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement.

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is **24.88** miles. Of this, **0.00** miles are Interstate Roadways; **4.40** miles are divided State Roadways and **20.48** miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TWENTY-NINE THOUSAND TWO HUNDRED EIGHTY AND 00/100 DOLLARS, (\$ 29,280.00)**. It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason of any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2012**, and shall end on **June 30, 2013**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of **DOTD**.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the **DOTD**, provided however, that claims for money due or to become due to the **Municipality** from **DOTD** may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **DOTD**.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at Natchitoches, Louisiana, this 26 day of June, 2012.

WITNESSES

Stacy McNeary

Hannah Wenz

Municipality

BY: Lee Posey
(Signed Name)

Lee Posey
(Printed Name)

Municipality City of Natchitoches

Address P.O. Box 37, Natchitoches, LA 71458
(318) 352-2772 (Phone)
(318) 357-3829 (Fax)

Tax ID. # 726000931

THUS DONE AND SIGNED at Alexandria, Louisiana, this 2nd day of July, 2012.

WITNESSES:

DOTD

Lana Ruel

Loraine Hagan BY: Murphy LeDoux, Jr.
MURPHY J. LEDOUX, JR.
DISTRICT ENGINEER ADMINISTRATOR

"EXHIBIT A"

NATCHITOCHES

DESCRIPTION	MILEAGE		CNTRL. SECTION
La. 494 (Begin at City Limits to Jct. La. 1 on Keyser Ave.)	1.60	Undivided	835-06
La. 1224 (Begin on La. 1 at Church St. Bridge to East City Limits)	2.00	Undivided	835-11
La. 1223 (Begin La. 1 Business to Jct. La. 6)	1.18	Undivided	835-13
La. 6 (Begin Jct La. 1 Business to East City Limits)	2.00	Undivided	34-06
La. 1 (Begin Jct. La. 6 at Church St. Bridge to Jct. La. 1)	1.90	Undivided	53-05
La. 3191 (Begin Jct. La. 1 and West City Limits)	0.60	Undivided	53-05
La.1 (Begin at End of Four Lane 0.5 N at La. 1 bypass to Jct La. 6 at Church St.)	2.20	Undivided	53-04
La. 6 (Begin at Entrance to Northwestern Jr. High to Jct. La. 1 Business at Church St.)	1.70	Undivided	34-05
La. 1 (Begin at Jct. La. 1 Business to East City Limits Past La. 3175)	5.90	Undivided	34-05
La. 6 (Jct La. 1 to Jct La. 6)	1.40	Undivided	835-17
La. 1 (Begin 200' South of Jct La. 1 to 0.5 mi North of La. 1 Bypass)	0.50	Divided	53-04
La. 6 (Begin at North City Limits to Entrance Northwestern Jr. High)	3.90	Divided	34-05

Total Miles Divided 4.40

Total Miles Undivided 20.48

The following Resolution was Introduced by Mr. Stamey and Seconded by Ms. Morrow as follows, to-wit:

RESOLUTION NO. 059 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR OF
THE CITY OF NATCHITOCHES TO ADVERTISE AND
ACCEPT BIDS FOR WATER SYSTEM IMPROVEMENTS
PILGRIM'S PRIDE ELEVATED TANK REPAINTING**

(BID NO. 0530)

WHEREAS, the City wishes to advertise for Public Bids for the Pilgrim's Pride Elevated Tank Repainting project (Bid No. 0530).

WHEREAS, sealed bid proposals will be received by the City of Natchitoches at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 4:00 p.m. on Monday, August 13, 2012.

WHEREAS, bids will be publicly opened and read aloud at 4:00 PM on Monday, August 13, 2012 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

WHEREAS, after receipt of proposals the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; David Stamey, Councilman; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 25th day of June, 2012.

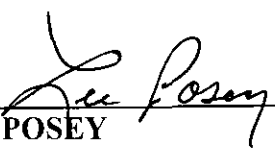


LEE POSEY, MAYOR

Mayor Posey announced that the City of Natchitoches offices will be closed on Wednesday July 4, 2012, in observance of Independence Day. Mayor Posey further stated that there will be fireworks on the riverbank at 9:00 p.m. and everyone is invited to attend.

Ms. Morrow asked if anyone would be interested in participating LNC Parade. She stated that most of the elected officials from the City will be there. The parade will start at the Annex, go down Texas Street to Martin Luther King Drive and end at Ben Johnson Auditorium. Ms. Morrow invited the council members who may be interested to meet with her after the meeting.

The Mayor asked if there was any further business to be brought before the Council. There being none, Mr. Payne made a motion to adjourn the meeting, Mr. Nielsen seconded the motion, and the meeting was adjourned at 7:30 p.m.



LEE POSEY
MAYOR



DON MIMS
MAYOR PRO TEMPORE